

Property Owners Liability Insurance Policy

Contents

1	Our agreement in general	3
2	Complaints	4
3	Insured Section – Employers Liability	5
4	Insured Section – Property Owners Liability	8
5	Notification of a Claim	12
6	Insured’s Duties and Claim Procedure	14
7	General Terms and Conditions	17
8	General Definitions and Interpretations	21

1 Our agreement in general

1.1 Parties to this agreement

This **policy** is between the **insured** and the **insurer** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

1.2 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

1.3 Policy structure

1.3.1 The **insured section** sets out the scope of the main coverage and the circumstances in which the **insurer's** liability to the **insured** is limited or may be excluded. Further, the **insured section** sets out other terms and conditions relevant to that **insured section**. The cover provided by the **insured section** is only operative if stated as 'insured' in the **schedule**. Where any **schedule** heading or sub-heading states 'n/a', 'not applicable' or 'not insured' then no cover applies for that item.

1.3.2 The following general terms apply to the **insured section**, clauses and endorsements:

1. Complaints;
2. Duties in event of a claim or potential claim;
3. General terms and conditions; and
4. General definitions and interpretation.

1.4 Policy period and premium

1.4.1 The **policy** will provide insurance as described herein for the **period of insurance** provided the premium(s) and other charges are paid to and accepted by the **insurer** on or before the payment date shown in the **schedule**. Taxes, levies, and other relevant fiscal charges are payable in addition to the premium.

1.4.2 The premium is deemed paid and accepted on receipt by the **insurer** or the broker appointed to place this insurance with the **insurer**.

2 Complaints

2.1 What the insured should do

The **insurer** strives to provide an excellent service to all its customers but occasionally things can go wrong. The **insurer** takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the **insured** has a question or complaint about this insurance or the conduct of its broker, they should contact that broker in the first instance at the following address:

Securus Insurance Limited, Suite 3, Stafford House, Strand Road, Portmarnock, Co. Dublin.

www.securus.ie

Phone +353 1 8464512

A summary of the **insurer's** complaint handling procedure is available on request and will also be provided to the **insured** when acknowledging a complaint. Alternatively, if the **insured** wishes to contact the **insurer** directly the **insured** should write to the following address:

Any complaint should be addressed to:

Service Manager
Operations Team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydsbrussels.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: info@fspoi.ie

Website: www.fspoi.ie

3. Insured section - Employers' liability

3.1 Employers' liability cover

The **insurer** agrees to indemnify the **insured** for all sums that the **insured** will become legally liable to pay as damages, including claimant costs recoverable from the **insured**, arising out of **bodily injury** caused during the **period of insurance** and sustained by an **employee** in the course of their employment with the **insured** in the **business**.

3.2 Additional employers' liability costs and expenses

Following any event which is or may be the subject of indemnity under the 'Employers' liability cover' clause whether or not **bodily injury** has occurred, the **insurer** agrees to indemnify the **insured** for **costs and expenses** but the **costs and expenses** form part of the **limit of indemnity** and do not increase the **limit of indemnity**.

3.3 Employers' liability extensions

3.3.1 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party under this 'Insured section – Employers liability' as if a separate **policy** had been issued to each and, provided that in respect of claims made or **suits** brought against any of them by any other person, the **insurer's** total liability to all parties will not exceed the **limit of indemnity**.

3.3.2 Indemnity to other parties

At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that:

1. the **insured** would have been entitled to indemnity by this insurance had the claim or **suit** been made against the **insured**; and
2. the **other insured party** is not indemnified under any other insurance or in any other way; and
3. the **insurer** has the sole conduct and control of any claim; and
4. the **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were the **insured**.

3.3.3 Principals

The **insurer** will indemnify any principal of the **insured**, where requested by the **insured**, but only to the extent that liability arises solely out of the work performed for the principal by or on behalf of the **insured** and provided that:

1. the principal shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
2. the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
3. the principal is not indemnified under any other insurance or in any other way.

3.4 Employers' liability limitations and exclusions

This **insured section** excludes and does not cover:

3.4.1 Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

3.4.2 Communicable Disease Exclusion

1. actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, or any other

amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

3.4.3 **Cyber and Data Exclusion**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not cover any **Cyber Loss**.

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost, or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

3.4.4 **Deliberate actions by employees**

bodily injury, damage or denial of access and any associated **costs and expenses**, either expected or intended by the employee other than the use of reasonable force to protect persons or property, but this exclusion does not apply to liability incurred as a direct or indirect result of such employee's actions by any insured or other insured party, provided such party was unaware of or unable to prevent the employee's intentions and did not condone such action.

3.4.5 **Employment practices dispute**

liability which arises out of:

1. a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to the Workplace Relations Commission or any appeal courts;
2. a settlement or adjudication of or under the auspices of the Workplace Relations Commission or any appeal courts;

and which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy;

3.4.6 **Excess**

the excess stated in the **schedule**;

3.4.7 **Fines and penalties**

liability for payment of any fines or penalties imposed or ordered to be paid;

3.4.8 **Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule**;

3.4.9 **North American jurisdiction**

liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

3.4.10 **Nuclear hazards**

liability that attaches by or arising from the terms of any contract (other than contracts of employment between the **insured** and its employees) or agreement for **bodily injury** caused by **nuclear hazards**;

3.4.11 **Vehicles**

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability;

3.4.12 **Pyrites**

any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by pyrite, bravoite, cattierite or vaesite.

3.4.13 **War and terrorism**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) For insured sections Employers' liability or Property owners liability war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.or

(2) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured**. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.4.14 **Workman's compensation or social security payment**

liability for any claims arising out of **bodily injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment.

3.4.15 **In connection with the Business of Property Owner**

liability caused by or arising from the development of any land by or on behalf of the **insured**, or liability caused by or arising from the demolition, addition, extension, refurbishment or structural alteration of any property owned or managed by the **insured**.

Insured section - Property owners liability

3.5 Property owners liability cover

The **insurer** agrees to indemnify the **insured** by the terms of this 'Insured section - Property owners liability' against legal liability to pay damages, including claimant costs recoverable from the **insured**, as a result of:

3.5.1 **bodily injury, damage or denial of access** that happens during the **period of insurance** and arises out of and in connection with the **business**;

3.5.2 **bodily injury, damage or denial of access**, arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

3.6 Additional Property owners liability costs and expenses

In addition, following any event which is or may be the subject of indemnity under this **insured section** the **insurer** agrees to indemnify the **insured** for **costs and expenses**, which are payable in addition to the **limit of indemnity**, incurred in respect of any insured event under this **insured section**.

3.7 Property owners liability extensions

3.7.1 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party under this 'Insured section - Property owners liability' as if a separate **policy** had been issued to each in respect of claims made or **suits** brought against any of them but the **insurer's** total liability to all parties, will not exceed the **limit of indemnity**. Further, where requested by the **insured**, the **insurer** will waive all rights of subrogation against a subsidiary of the **insured** or from a subsidiary of the **insured** against the parent (the **insured**).

3.7.2 Indemnity to other parties

At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that:

1. the **insured would** have been entitled to indemnity by this insurance had the claim or **suit** been made against the **insured**; and
2. the **other insured party** is not indemnified under any other insurance or in any other way; and
3. the **insurer** has the sole conduct and control of any claim; and
4. the **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were the **insured**.

3.7.3 Principals

The **insurer** will indemnify any principal of the **insured**, where requested by the **insured**, but only to the extent that liability arises solely out of the work performed for the principal by or on behalf of the **insured** and provided that:

1. the principal shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
2. the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
3. the principal is not indemnified under any other insurance or in any other way.

3.8 Property owners liability limitations and exclusions

This **insured section** – ‘Property owners’ liability’ excludes and does not cover:

3.8.1 Advertising injury

any loss or liability arising from **advertising injury**;

3.8.2 Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

3.8.3 Communicable Disease

1. actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

3.8.4 Costs and expenses arising from a deliberate act

costs and expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **insured** or **other insured party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;

3.8.5 Cyber and Data Exclusion

notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not cover any **Cyber loss**.

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

3.8.6 Damages arising from a deliberate act

3.8.7 bodily injury, damage or denial of access, and any associated costs and expenses, either expected or intended by the insured or other insured party but this exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property **Excess**

the amount of the **excess** as applicable and stated in the **schedule**;

- 3.8.8 **Financial loss**
liability for pure financial loss that is not consequent upon **bodily injury** or **damage**;
- 3.8.9 **Fines, penalties or multiplication of compensatory damages**
any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;
- 3.8.10 **Intentional disregard of reasonable precautions**
any liability or loss arising or arising out of or continuing from the **insured's** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent a liability or loss arising or continuing;
- 3.8.11 **Legionella**
bodily injury, damage or **denial of access** arising out of, alleging or attributable to the existence of **legionella**;
- 3.8.12 **Liability from employment**
bodily injury sustained by any **employee** arising out of or in the course of employment by the **insured** in the **business**;
- 3.8.13 **Limit of indemnity**
liability in excess of the **limit of indemnity** stated in the **schedule** except for payment of **costs and expenses** as provided for by clause 4.2
- 3.8.14 **North America risks**
 1. loss or liability arising from **bodily injury, damage** occurring or **denial of access** within **North America**;
 2. liability arising out of or from or brought about by or contributed to by **pollution** within **North America**;
- 3.8.15 **North American jurisdiction**
liabilities in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part);
- 3.8.16 **Nuclear risks**
 1. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
 2. any legal liability of whatsoever nature; or
 3. any sum which the **insured** becomes legally liable to pay or any loss or expense;directly or indirectly caused by or contributed to by or arising from nuclear risks or, in the case of c) above, attributable to **nuclear hazards**.
- 3.8.17 **Overseas domiciled operations**
the **insured's** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the United Kingdom or the Republic of Ireland;
- 3.8.18 **Owned or previously owned premises**
loss or liability for **damage** or **denial of access** caused by or arising from **pollution** to land or **premises** (including land or water within or below the boundaries of such land or **premises**) that are presently or were at any time previously owned, leased, hired or tenanted by the **insured** or otherwise in the **insured's** care, custody or control;
- 3.8.19 **Ownership or use of mechanically propelled vehicles**
liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability;
- 3.8.20 **Personal injury**
loss or liability arising from **personal injury**
- 3.8.21 **Property Development Exclusion**
 - 1) The Insurer shall not provide indemnity under this insurance in respect of any construction, erection, alteration, extension, refurbishment, repair or maintenance of any

building or structure or land, on or upon any of the land to which this insurance applies, or the ground works necessary for the development of such land.

2) It is a condition under this insurance, that the Insured shall ensure that all contractors appointed by the Insured have in full force and effect, throughout the duration of their contract with the Insured, Public/Products Liability insurance which

- (a) includes cover for their liability at law for Bodily Injury to any person and Damage to Property;
- (b) contains an Indemnity to Principals clause;
- (c) provides a limit of indemnity not less than that provided by this insurance

and that the Insured shall, prior to engagement of each contractor, obtain and retain a copy of written evidence of such insurance. Property in the insured's care, custody and control **damage** to property owned, leased, hired or held in trust by the **insured** or under hire purchase or on loan to the **insured** or held otherwise in the **insured's** care, custody or control;

3.8.22 **War and terrorism**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) For insured sections Employers' liability or Property owners liability war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.or

(2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured**. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.8.23 **Work away**

loss or liability for **bodily injury** or **damage** arising from **work away**.

4 Notification of a claim

4.1 Insured sections Employers liability and Property owners liability

4.1.1 Although we hope that you will never need to make a claim on your insurance policy, we have made everything as simple and straightforward as possible should you ever need to use our claims service. The **insured** will give notice in writing or by an agreed electronic medium, to the **insurer**:

1. immediately on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal **accident** inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
2. as soon as practical but in any event within seventy two (72) hours from coming into possession of actual knowledge that notice of an employment tribunal hearing includes alleged **bodily injury** or **personal injury**;
3. immediately on, or not later than seventy two (72) hours from, the **insured's** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
4. as soon as practical but in any event within thirty days (30) days after any other accident, event or the coming into possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof;

which may be the subject of indemnity under this **policy**.

To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. When you call us, we may:

- Ask you to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of our claims advisors, an independent loss adjuster or other expert – their aim is to help us agree a fair settlement with you; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For buildings claims, we have a network of authorised repairers ready to put things right. If we

appoint an authorised repairer:

- They will make your home safe for you,
- If further work is required, they will arrange a convenient time to complete the work,
- You will not need to obtain estimates,
- You can be assured of the standard of the work.

For contents or valuables and personal belongings claims, if an authorised repairer or supplier is used:

- we will arrange for someone to repair or replace the lost or damaged items,
- you can be assured of the standard of work

Applicable to the whole of this insurance

These are the claims terms and conditions which you will need to keep to as your part of the contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid.

If you need to make a claim under this policy, please contact us straight away at:

New Claims
Lucas Claims Solutions Wesler House
45 Church View
Holywood, Co. Down, BT18 9DP Tel: 048 91 271491
Fax: 048 91 457368
Email:office@lucas-solutions.com

Please note that claims are administered on our behalf by Lucas Claims Solutions

5. The **insurer** shall be entitled to refuse liability under a claim where the **insured's** failure to comply with the **insurer's** specified notification period requirements prejudices the **insurer**.
6. immediately on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal **accident** inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
7. as soon as practical but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
8. immediately on, or not later than seventy two (72) hours from, the **insured's** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
9. 9. as soon as practical but in any event within thirty days (30) days after any other accident, event or the coming in possession of actual knowledge of **bodily injury, personal injury** or **damage**, with full particulars thereof; which may be the subject of indemnity under this **policy**.

5 Insured's duties and claim procedure

You must comply with the due observance and fulfilment of the provisions of 'Insured's duties and claim procedure under this policy. The Observance clause, under Section 7. 'General terms and conditions', sets out the consequences of a failure to comply with the **policy** provisions

5.1 Insured's duties

For each and every claim the **insured** and any person acting on behalf of the **insured** must:

1. not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without the written consent of the **insurer**;
2. not incur any expense without the consent of the **insurer** except at the **insured's** own cost;
3. always act honestly and with reasonable care, there being no rights to any form of payment or indemnity under the **policy** in the event that any claim is made fraudulently;
4. give all such information, assistance and forward all documents to enable the **insurer** to investigate, settle or resist any claim as the **insurer** may require;
5. provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
6. not destroy evidence or supporting information or documentation without the **insurer's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**;

5.2 Claim Procedure

Unless stated otherwise all claims will be handled and overseen by the **insurer**. For each and every claim the **insured** and any person acting on behalf of the **insured** must:

5.2.1 For Insured sections - Employers liability and Property owners liability,

1. immediately send the **insurer** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by the **insured**. In addition the **insured** must co- operate with the **insurer** or their appointed agents in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner;
2. authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **bodily injury**;

5.2.2 prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited that the said exclusion or limit to the indemnity does not apply, it being understood and agreed that any portion of an exclusion or limit to the indemnity being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item you are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything we can and to make sure no more damage happens. You must help us to do this but you must not abandon your property

to us.

How we deal with your claim (continued)

We have the right, if we choose, in your name but at our expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide us with any information and assistance as we may require about any claim. You must help us to take legal action against anyone or help defend any legal action if we ask you to.

Other Insurance

- 5.3** If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; we shall only be liable for our proportional share.

5.4 Fraudulent claims

If the **insured** makes a fraudulent claim under this insurance contract, the **insurer**:

- (a) is not liable to pay the claim; and
- (b) may recover from the **insured** any sums paid by the **insurer** to the **insured** in respect of the claim; and
- (c) may by notice to the **insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **insurer** exercises its right under clause 5.4 (c) above:

- (a) The **insurer** shall not be liable to the **insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b) The **insurer** need not return any of the premiums paid.

5.5 Insurer's rights

- 5.5.1 The **insurer** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to the **insured** upon such conditions as regards the payment of costs and with such liberty to bind the **insurer** by compromise as the **insurer** may in its absolute discretion determine.

- 5.5.2 The **insurer** may at any time pay the **limit of indemnity** or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

5.6 Disputed defence or appeal

If any dispute arises between the insured and the insurer as to whether a claim should be defended or judgment appealed such dispute will be referred to an arbitrator appointed jointly by the insurer and the insured in agreement or failing agreement, appointed by the President for the time being of the Law Society of Ireland, whose decision will be final. In the event of conflict between any other insured party separate representation will be arranged for each party.

5.7 Subrogation

- 5.7.1 Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.
- 5.7.2 The **insured** or any other party insured by this **policy** will, at the request and expense of

the **insurer**, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.

- 5.7.3 In the event of any payment under this insurance, the **insurer** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- 5.7.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 5.7.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

6 General terms and conditions

6.1 Applicable law

This **policy** is governed by the law of the Republic of Ireland and is subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising under or in connection with the **policy**, including any dispute as to the formation or validity of the **policy**.

6.2 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

6.3 Cancellation and Cooling Off Period

(a) The insured's Right to Cancel during the Cooling-Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **Securus Insurance Ltd** receives written confirmation of cancellation by post or email within 14 working days of the policy start date or the date **you** receive full policy documentation, whichever is later.

If **you** cancel within the 14 working day period and provided **you** have not made a claim, **Securus Insurance Ltd** will refund any premiums paid, less a pro-rata premium for the period you are on cover and the administrative charge stated in the **schedule**.

(b) The insured's Right to Cancel after the Cooling-Off Period

The **insured** is entitled to cancel this **policy** after the cooling-off period by notifying the **insurer** in writing. If this insurance is cancelled and provided the **insured** has not made a claim and there hasn't been an incident that could give rise to a claim, We will return the premium stated in the Schedule less a deduction for the time for which the **insured** has been covered.

This will be calculated at a proportional daily rate depending on how long the policy has been in force. However, where the premium stated in the Schedule is a "minimum & deposit" premium, there will be no return of premium except to the extent required by law, for example if the **insured** exercises a "cooling off" right under legislation to cancel the contract or if the **insurer** cancels the contract

(c) The insurer's Right to Cancel

The **insurer** is entitled to cancel this **policy**, if there is a valid reason to do so (including, but not limited to, any failure by the **insured** to pay the premium), by giving the **insured** fourteen (14) days' notice in writing. Any return of premium due to the **insured** will be calculated at a proportional daily rate depending on how long the **policy** has been in force unless the **insured** has made a claim in which case the full annual premium is due.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

6.4 Contract rights of third parties

Save as provided for in section 21 of the Consumer Insurance Contracts Act 2019, this insurance does not confer or create any right by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other thirdparty.

6.5 Contribution

If at the time of any claim there is any other valid and collectible insurance available to the **insured** or any **other insured party** other than insurance that is specifically stated to be in excess of this **policy**, and names the **insured** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

6.6 Document management

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

6.7 Dispute resolution

6.7.1 All matters in dispute between the **insured, other insured parties** and the **insurer** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Irish Commercial Mediation Association ('ICMA') for the appointment of a mediator. The parties shall share equally the costs of ICMA and of the mediator and that the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the President for the time being of the Law Society of Ireland whose determination will be made as an arbitrator and be binding upon the parties

6.7.2 The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

6.8 Inspection and audit

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** property and operations at any time given reasonable notice. Neither the **insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe.

6.9 Insurance Act 1936 and Finance Act, 1990

All monies which become or may become due or payable by the **insurer** under this **policy** shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. Further, the appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

6.10 Material alteration

This insurance will be voidable if after the commencement of this insurance there is a change in the subject matter of the contract of insurance, or the risk of **damage, bodily injury, personal injury** nuisance or **denial of access** or liability is increased by any act or omission of the **insured** whereby the **insurer** can properly say that the change in circumstances amounts to a new risk which, on the true construction of the **policy**, the **insurer** did not agree to cover, unless such change or changes of circumstances has been expressly acknowledged and accepted in writing or by electronic medium by or on behalf of the **insurer**.

6.11 Duty of Disclosure

6.11.1 The **insured** or any party acting on behalf of the **insured** is under a duty to answer all questions posed by the **insurer** honestly and with reasonable care in connection with the **insured's** application for insurance, whether at inception or otherwise. Failure to disclose all information requested by the **insurer** during the application process may prejudice the **insured's** position with the **insurer**:

(i) Innocent misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves an innocent misrepresentation, the **insurer** shall pay the claim made and shall not be entitled to avoid this contract on the ground that there was a misrepresentation.

(ii) Negligence misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as

provided involves a negligent misrepresentation (that is, one that was not fraudulent):

- (a) If the **insurer** would not have entered into the insurance contract on any terms, the **insurer** may avoid the contract and refuse all claims, but shall return the premiums paid;
- (b) If the **insurer** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract shall be treated as if it had been entered into on those different terms if the **insurer** so requires.
- (c) If the **insurer** would have entered into the insurance contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the **insurer** may reduce proportionately the amount to be paid on a claim.
- (d) Where there is not any outstanding claim under the insurance contract, the **insurer** may either:
 - (i) give notice to the **insured** that in the event of a claim it will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to the **insured**.

(iii) Fraudulent misrepresentation

Where a claim is made under this contract of insurance and where an answer by the **insured**, or anyone acting on its behalf, involves a fraudulent misrepresentation, or where any conduct by the **insured**, or anyone acting on its behalf (relative to this contract or the steps leading to its formation) involves fraud of any other kind, the **insurer** shall be entitled to avoid this contract of insurance.

6.12 Minimisation of risk

6.12.1 The **insured** will take all reasonable steps at its own expense to prevent an insured event:

- 1. arising; or
- 2. continuing.

6.12.2 Upon the happening of an insured event and at all times thereafter, the **insured** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that insured event. Pending confirmation of cover or while operating under a reservation of rights, any failure by the **insured** to take such steps shall reduce or extinguish the **insurer's** liability to indemnify the **insured** under the **policy** to the extent that such failure has increased the claim under the **policy**.

6.13 Observance

6.13.1 The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured** or are already described in the **policy** as conditions. Any waiver by the insurer of any provision will not prevent the **insurer** from relying on such term or condition in the future. Further where an indemnity is provided to another **insured party** the **insured** will arrange for each party to comply with the terms and conditions of this insurance so far as they can apply providing always that the **other insured party** complies with the terms of Section 6 (Insured's duties and claims procedure).

6.13.2 In the event of a breach of any condition in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach to the extent the **insurer** can demonstrate prejudice.

6.13.3 In the event of a breach of any condition in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach, and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

6.14 Privacy and the Data Protection

6.14.1 All personal information (including sensitive personal data such as health details or criminal convictions) provided in connection with this **policy** will be processed in accordance with the Data Protection Act, 2018. The **insured** consents to all personal information so provided being used for the purposes, and being disclosed to the parties, set out below.

6.14.2 Where personal information is provided about another person, the **insured** is required to

inform that person of the **insurers'** identity, and why their personal information will be processed and disclosed. The **insured** is also required to obtain their written consent to the processing of their personal information in this way and provide, on request, such consent to the **insurer**.

6.14.3 Personal information is used:

1. to administer the **policy**, including underwriting, renewal information, validation of claims history and claims handling; for research, analysis, statistic creation, and customer profiling;
2. for fraud prevention and debt recovery.

6.14.4 Personal information may be disclosed to:

1. other insurance entities interested in the risk written under this **policy**;
2. agents and service providers appointed by the **insurer** to carry out activities in connection with the **policy**;
3. credit reference and fraud databases;
4. law enforcement and other statutory bodies;
5. potential purchasers of the whole or part of our business.

6.14.5 If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.

6.14.6 Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal information as the United Kingdom or the Republic of Ireland. The **insurer** will ensure that such transfers comply with applicable data protection laws and principles and the personal information is kept securely and protected from unauthorised access.

6.14.7 The **insurer** maintains protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

6.14.8 The **insurer** may monitor and record all communications with the **insured** for compliance and training purposes.

6.14.9 Should the insured wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, the insured should write to the Data Protection Officer at Securus Insurance Ltd, Suite 3, Stafford House, Strand Road, Portmarnock, Co Dublin. D13 TR59

6.15 Representation

The **insured** will act on behalf of all **other insured parties** under this **policy** with respect to the giving and receiving of any notices from the **insurer** or their representatives including any notice of cancellation. The payment to the **insured** of any return premium that may be payable under this **policy** will satisfy the **insurer's** obligations to return premium to any **other insured party**.

6.16 Return premiums and additional premiums

If the **insured** makes any amendments to this **Policy** and the resulting pro-rata additional or return premium is less than €30 (excluding levy) **We** will not apply this amount and the return or additional premium due shall be nil.

6.17 Sanctions exclusion

The **insurer** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

7 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this

policy in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

7.1 Accident

Accident will mean a single and unexpected event, which occurs at an identifiable time and place.

7.2 Advertising injury

Advertising injury means:

- 7.2.1 oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods or services;
- 7.2.2 oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
- 7.2.3 misappropriation of advertising ideas or style of doing business;
- 7.2.4 infringement of copyrighted advertising materials, titles or slogans; in the course of advertising the **insured's** goods or services.

7.3 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

7.4 Buildings

Buildings means the fixed permanent structures at the **premises** including

- a) landlord's fixtures and fittings therein and thereon;
- b) outbuildings, annexes, extensions, canopies, conveniences;
- c) foundations;
- d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters;
- e) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **premises**;
- f) pedestrian malls, associated lampposts and street furniture where they are the responsibility of the **insured**;
- g) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which the **insured** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
- h) underground storage tanks;
- i) tenants' improvements where the responsibility of the **insured** and property comprising fixtures and fittings (but excluding moveable contents) formerly the

property of tenants but relinquished to the **insured** at the time of the surrender of the lease;

- j) **machinery and plant;**
but excluding property more specifically insured.

7.5 **Business**

The ownership by the **insured** of land and **buildings** at the **premises**.

7.6 **Claim payment**

Claim payment will mean the amount the **insurer** agrees to pay to the **insured** for any one claim.

7.7 **Combined single limit**

Combined single limit means the maximum the **insurer** will pay by this **policy** in the event that two or more insuring clauses, to which the combined single limit applies, provide coverage for an insured event.

7.8 **Costs and expenses**

Costs and expenses means

- 7.8.1 costs and expenses (other than claimant costs recoverable from the **insured** or any **other insured party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- 7.8.2 pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- 7.8.3 all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before the **insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- 7.8.4 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

7.9 **Damage**

Damage means loss of use of tangible property that has been lost, destroyed or damaged.

7.10 **Denial of access**

Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way.

7.11 **Employee**

Employee means any person whilst:

- 7.11.1 engaged under a contract of service or apprenticeship with the **insured**;
- 7.11.2 acting in the capacity of non-executive director of the **insured**;
- 7.11.3 not under a contract of service or apprenticeship who is, at the requirement of the **insured**, supplied to, hired or borrowed by the **insured** in the course of **business** and under the control of the **insured**, including but not limited to:
1. persons on secondment from another company that is not an insured under this **policy**;
 2. labour masters or persons supplied by them;
 3. labour only subcontractors;
 4. self-employed persons;
 5. drivers or operators of hired-in plant;
 6. persons engaged under work experience, training, study, exchange or similar schemes;
 7. any officer, member or voluntary helper of the organisations or

- services stated in the business;
- 8. voluntary workers, helpers and instructors;
- 9. employee(s) elected on any industry users committee;
- 10. outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;
- 11. prospective employees who are being assessed by the **insured** as to their suitability for employment;
- 12. any person a Court of Law in the Republic of Ireland deems to be an employee;
provided that the **insured** can always request that any such person is not treated as an employee.

7.12 Excess

- 7.12.1 For insured sections Employers' liability or Property owners liability, the **limit of indemnity** is additional to the excess and excess means
1. the first amount payable by the **insured** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance or
 2. in the case of a claim or potential claim that involves **damage**, and if specified in the **schedule** and applicable, the **excess (damage only)**.

7.13 Insured

Insured means:

- 7.13.1 the company or other organisation including any subsidiary companies of the insured that are in existence at the inception date of the insurance and have been declared to the **insurer** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal), and;
- 7.13.2 the person or people shown as insured in the **schedule**;
- 7.13.3 including in either case the legal or personal representatives of the insured in respect of any claim under this **policy** incurred on behalf of the insured.

7.14 Insured section

Insured section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if stated as 'insured' in the **schedule**.

7.15 Insurer

Insurer means the party specified as insurer in the **schedule** and any other subscribing insurers.

7.16 Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

7.17 Limit of indemnity

Limit of indemnity means:

- 7.17.1 for insured section – Employers liability the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability arising out of one (1) occurrence regardless of the number of:
1. **other insured parties**; or
 2. persons or organisations bringing claims or **suits**; or
 3. claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;
- 7.17.2 for insured section – Property owners liability the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability arising out of one (1) occurrence or series of occurrences arising out of one (1) originating cause

regardless of the number of:

1. **other insured parties**; or
2. persons or organisations bringing claims or **suits**; or
3. claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;

7.17.3 where two (2) or more insuring clauses are subject to a **combined single limit**, then the **combined single limit** is the maximum the **insurer** will pay for any insured event to which such insuring clauses apply in combination, and;

7.17.4 where a limit of indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum the **insurer** will pay for all insured events during the **period of insurance**.

7.18 **Limit of liability**

Limit of liability means the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability for any one event regardless of the number of persons claiming an indemnity.

7.19 **North America**

North America means the United States of America or its territories or possessions or Canada.

7.20 **Nuclear hazards**

Nuclear hazards means:

7.20.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

7.20.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

7.21 **Other insured party**

Other insured party means any of the following parties:

7.21.1 any director, partner, **employee** or a former **employee** of the **insured**;

7.21.2 any officers or trustees of the **insured's** pension scheme(s).

7.22 **Period of insurance**

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

7.23 **Personal injury**

Personal injury means harm other than **advertising injury** or **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

7.23.1 false arrest;

7.23.2 detention or imprisonment;

7.23.3 malicious prosecution;

7.23.4 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;

7.23.5 invasion of the right of privacy;

7.23.6 libel, slander or defamation.

7.24 **Policy**

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

7.25 **Pollutant**

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant

including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be pollutants for the purpose of this insurance.

7.26 Pollution

Pollution means:

- ii. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- iii. any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

7.27 Premises

For insured sections Employers' liability or Property owners liability; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the **insured** for the purpose of the **business**.

7.28 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information, which is supplied in written, electronic or in any other means, that the **insurer** may require.

7.29 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** of insurance and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

7.30 Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including

1. an arbitration proceeding in which such damages are claimed and to which an **other insured party** must submit or does submit with the **insurer's** consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which an **other insured party** submits with the **insurer's** consent.

7.31 Territorial limits

Territorial limits means the Republic of Ireland.

7.32 We/Us/Our/Insurer

Means the party specified as insurer in the **schedule** and any other subscribing insurers.

7.33 Work Away

Work Away means any work or activity being undertaken at any third party location or any other location away from the usual Insured business location

Coverholder:

Securus Insurance Ltd
Suite 3 Stafford House
Strand Road
Portmarnock D13 TR59
Co Dublin
Tel: +353 18464512
Email: info@securus.ie

Registration Number of Coverholder:

113977OUK

Securus Insurance Ltd is authorised by the Central Bank of Ireland.

The logo for Lloyd's, consisting of the word "LLOYD'S" in a white, serif, all-caps font, centered within a solid black rectangular background.